



Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007-4796
Phone: 269.337.8020
www.kalamazoo.org
cokpurchasing@kalamazoo.org

REQUEST FOR PROPOSALS (RFP)

The City of Kalamazoo, Michigan is soliciting sealed proposals for:

Project Name: Pension Administration Software Proposal Reference #: 20800-002.0

RFP ISSUE DATE: August 6, 2025 Number of Copies Required: **One (1)** hard copies +
One (1) electronic copy (USB thumb drive)

PROPOSAL CLOSING/DUE DATE: September 16, 2025 at 3:00 p.m. Local Time (ET)
Electronic Proposals Will Not Be Accepted

MAILING ADDRESS & INSTRUCTIONS

Mail to:
Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this RFP should be directed to:
Department Contact: **Steve Vicenzi, Management Services Director** at vicenzis@kalamazoo.org

Include on the Envelope the Project Name and Proposal Reference Number (above). All Envelopes Must Be Sealed.

You are invited to submit a proposal for this project. Specifications, terms, conditions and instructions for submitting proposals are contained herein. This Request for Proposals with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed proposal shall constitute the contract between the City and the successful proposer when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the proposal document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Proposers.

All proposers shall complete and return the Proposal and Award page(s) and submit all information requested herein in order for a proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.** The proposal document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **PROPOSALS MUST BE RECEIVED BEFORE THE DUE DATE – LATE PROPOSALS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the proposal opening for its own convenience.

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STATEMENT OF NO PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its proposers list file up-to-date. If, for any reason, you cannot supply the commodity/service noted in this proposal solicitation, this form must be completed and returned to remain on the particular proposal list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this proposal list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Request for Proposal.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your proposers list for this commodity or service.
- _____ Other (specify below).

REMARKS:

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____

EMAIL: _____

SECTION I - INSTRUCTIONS TO PROPOSERS

1. **EXAMINATION OF PROPOSAL DOCUMENT**-Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.
2. **PREPARATION OF PROPOSAL**-The proposal shall be legibly prepared in ink or typed. If a unit price or extension already entered by the proposer on the Proposal and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the proposer with ink. The proposal shall be legally signed and the complete address of the proposer given thereon.

All proposals shall be tightly sealed in an envelope plainly marked **SEALED PROPOSAL** and identified by project name, bid opening date and time. Proposals opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Electronic submittals will not be accepted.

3. **EXPLANATION TO PROPOSERS**-Any binding explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments must be requested in writing, **at least 10 business days before the proposal opening** and with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or addendum to the RFP if such information would be prejudicial to uninformed proposers. Receipt of amendments or addenda by a proposer must be acknowledged in the proposal by attachment, or by letter received before the time set for opening of proposals. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating proposals for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the proposal.
5. **WITHDRAWAL OF PROPOSALS**-Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposal. No proposal may be withdrawn for at least one hundred eighty (180) days after proposal opening.
6. **ALTERNATE PROPOSALS**-Proposers are cautioned that any alternate proposal, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered non-responsive, and at the option of the City, result in rejection of the alternate proposal.
7. **LATE PROPOSALS**-Any proposal received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider proposals that have been determined by the City to be received late due to mishandling by the City after receipt of the proposal and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

9. PROPOSAL SUBMISSION

- 9.1. **Proposal Due Date:** Submit proposal package by **September 16, 2025 at 3:00 p.m. (ET)**
- 9.2. **Submit to City: Digital format and 1 hard copy** of the proposal, in addition **Section II – Proposal and Award – Pages 4 -10:**

The hard copies and the USB flash drive containing an electronic version of the proposal are to be submitted by the proposal due date. The City is not responsible for submissions not received by the deadline. **Include in the proposal sealed envelope the hard copy, the USB flash drive, and the price proposal sealed envelope.**

10. PROPOSAL SUBMITTAL- Proposers can submit sealed proposals in one of the following ways:

- 10.1. **Mail your proposal,** to be received before the proposal due date and time indicated in the RFP document, to the City of Kalamazoo at the following address:

City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007

- 10.2. **Deliver your proposal to City Hall In-Person** before the proposal due date and time indicated in the RFP document.
- 10.3. **Deliver your proposal to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the proposal due date and time indicated in the RFP document.



1. Open drop box located at City Hall.



2. Insert SEALED PROPOSAL here.



11. **PROPOSALS SUBMITTED LIST**- The Purchasing Division makes an effort to post the list of submitted proposals to the City of Kalamazoo website within 24 hours after the proposal due date and time at: <https://www.kalamazoocity.org/bidopportunities>. However, in certain cases the posting of the list may extend beyond the 24-hour window.

**SECTION II
PROPOSAL AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the proposal/contract documents incorporated herein, agrees to provide the software and related services as specified herein:

PENSION ADMINISTRATION SOFTWARE

The total combined price to be paid for the Pension Administration Software system and services provided by Contractor pursuant to this Contract shall not exceed:

\$INCLUDE IN PRICE PROPOSAL

A price proposal shall be submitted in a separate sealed envelope marked “**Price Proposal**”. **The pricing in the sealed envelope shall be the only listed pricing in the proposal.** This Price Proposal shall only be opened by City personnel after the scoring of other evaluation criteria has been completed.

The total combined not-to-exceed price quoted must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars.

Price stated shall be firm for the full term of this Contract.

Proposer/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Proposer shall provide all of the information as requested herein with their proposal. **Failure to do so and/or failure to provide post-proposal requested information may be cause for rejecting the proposal as non-responsive.**

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A and as updated by City Ordinance 1856.

Signed: _____ Name: _____

Title: _____

QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. You may submit answers on this form or as an attachment to this document, additional information (brochures, illustrations, etc.) will also be used in determining qualifications. If not using this form, please follow its format.

1. Firm name: _____

2. Established: Year _____ State _____

3. Type of organization:

- a. Individual _____ b. Partnership _____
c. Corporation _____ d. Other _____

4. Former firm name(s) if any, and year(s) in business:

5. Home office business address and telephone number where work will be performed.

6. Branch office(s) if work will be performed there:

7. Personnel of firm who will be working on this project. Attach resumes of key personnel:

	YRS			
NAME AND TITLE	SPECIALTY	EXPERIENCE	EXPECTED ROLE	

QUALIFICATIONS QUESTIONNAIRE (cont.)

8. Total personnel of firm:
- a. Professional: _____ b. Non-professional: _____
9. Attach a list of similar projects performed over the last five (5) years. Include: description of professional services provided, project size, contact person and phone number. Projects should demonstrate experience in the types of services you wish to provide.
10. Identify projects in Item 9 which most closely match the work required by the City.
- _____
- _____
- _____
11. Provide your understanding of the project and any special qualifications you bring to this project.
12. Identify any additional professional service(s) you will utilize to work on this project and their expected role(s).
- _____
- _____
- _____
13. Provide the address for your website.
- _____
14. Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____
- _____
- _____
15. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFQ. Please attach certificate of competency and/or State registration.
- _____
- _____
- _____

**CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION
PROFESSIONAL SERVICES**

When evaluating the qualifications of the responses received for professional service contracts, the location of Kalamazoo County professional firms will be given additional consideration. The City of Kalamazoo is the sole determiner whether a professional firm qualifies as a Kalamazoo County firm and the ranking of its qualifications as compared to the qualifications of the other professional firms being considered.

During the qualifications evaluation process, an additional weight of approximately two percent will be added to the qualifications of Kalamazoo County professional firms in recognition of the positive economic impact resulting from contracting with them. This weight is given over and above any score already given for location of the firm as it relates to increased efficiency and effectiveness as a result of the proximity of the firm to the City. It is understood, however, that due to the subjective nature of the qualifications evaluation process, and the number and weight of all criteria used, it is impossible to apply a precise, numerical local preference score to those proposals.

To qualify as a Kalamazoo County professional firm, the business must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office in Kalamazoo County and with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for professional services that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that proposal does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Manager has the authority to make final determination if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Manager may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County professional firm and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status:

The above information is accurate:

Signature: _____

Date: _____

Title: _____

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidder’s employment application form

- Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: _____
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other proposer, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm’s identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this proposal document.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

SECTION III INDEMNITY AND INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

INDEMNITY AND INSURANCE

Continued

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

SPECIAL INSURANCE REQUIREMENTS

The selected Consultant/Professional Firm shall provide insurance coverage as follows:

- A. Comprehensive professional (errors and omissions) liability insurance with limits no less than \$1,000,000 aggregate which shall insure against acts which are in the nature of professional services. If a contract is entered into, the Firm shall maintain such insurance during the life of the contract.

**SECTION IV
 SPECIFICATIONS & SPECIAL CONDITIONS**

1. ANTICIPATED TIMELINE OVERVIEW

Listed below are specific and estimated dates and times of actions related to this request for proposals (RFP). The milestones with specific dates must be completed as indicated unless otherwise changed. If it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	8/6/2025
Deadline for clarification questions	9/2/2025
City response to clarification questions by addendum (if needed)	9/9/2025
Proposer proposals due	9/16/2025
Round 1 Scoring of Proposals	9/30/2025
Demonstrations of software from selected vendors (2 hour maximum)	October/November 2025
Round 2 Scoring of Proposals	December 2025
Estimated contract award and notice to proceed	December 2025
Estimated start date of contract	January 2026
Estimated completion date/go live	December 2026

2. DEFINITIONS

The following definitions are to be used as needed for the RFP:

- **Bidder, Proposer, or Respondent** means a firm, company, or organization responding to the RFP document to provide services to implement the software described in the RFP.
- **Client or City** means City of Kalamazoo, MI.
- **Confidential Information** means information that may be exempt from disclosure to the public or other unauthorized persons under city, state, or federal statutes and regulations. Confidential Information includes but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, email addresses, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, City source code or object code, or City security information.
- **Configuration** means the use of application features to establish business rules in the application to meet the City’s business needs.
- **Contract** means the written agreement entered between the State and the Bidder evidencing the terms and conditions related to the Project. The Contract includes the Bidder-submitted Response, including executed bid/Response forms, pricing, specifications, and other

DEFINITIONS (*cont.*)

attachments; Notice(s) to Proceed; and all Amendment(s) issued prior to, and all Modifications (Change Orders) issued after execution of the Contract.

- **Core/Required Functionality** means the software functionality that the City intends to implement as part of this project.
- **Optional Modules** represents an optional module that may be considered as part of this project.
- **Outside Agency/3rd Party Interface** means an interface or integration with outside agencies or organizations.
- **Price** means charges, costs, rates, and/or fees charged in United States dollars for the Services under this Contract.
- **Project** means the City’s overall objective or endeavor of which this RFP document forms a part.
- **Proprietary Information** means information owned by the Contractor to which the Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.
- **Software** means the licensed software application, including third-party software applications that are intended to be implemented by the City.
- **Software Integrator** means the Bidder selected through this RFP process to implement the software solution chosen by the City.
- **Software Proposer** means the company providing the software to the City.
- **Subcontract** means any agreement, including purchase orders (other than one involving an employer/employee relationship), entered between the Bidder and a Subcontractor calling for services, labor, equipment, and/or materials required for the performance of the work required by the RFP document, including any modification thereto.
- **Subcontractor** means any individual, firm, partnership, corporation, joint venture, or other entity, other than an employee of the Bidder, which contracts with the Bidder or a Subcontractor to furnish services, labor, equipment, or materials required for the performance of the work required by this RFP document, including any modification thereto.
- **System** means the fully installed, configured, and implemented software application(s), including any third-party software, necessary to meet the City’s requirements and defined work.
- **System Interfaces** defines where the City has identified an integration is needed.
- **System Requirements** means functional and technical requirements for the software solution chosen by the City.

3. INTENT TO PROPOSE

It is the intent of this request for proposals to obtain pension administration software from qualified vendors that are capable of tracking employee and retiree pension balances, processing pension-related disbursements, supporting actuarial and OPEB (Other Post-Employment Benefits) analysis, and managing the full range of pension disbursement activities. Prospective vendors will perform in a professional manner for the **Pension Administration Software Project**.

4. CITY AND PROJECT BACKGROUND

The City of Kalamazoo is located in southwestern Michigan and has a population of 72,883. It is home to two universities and a college and is known for the Kalamazoo Promise, which provides

CITY AND PROJECT BACKGROUND (cont.)

tuition to in-state public colleges and universities to students who graduate from the public school system. The area is home to medical research and manufacturing companies as well as several breweries among other industries.

The City seeks to implement a new pension administration software from qualified vendors that are capable of tracking employee and retiree pension balances, processing pension-related disbursements, supporting actuarial and OPEB (Other Post-Employment Benefits) analysis, and managing the full range of pension disbursement activities. The City seeks qualified vendors of software for municipalities whose product offerings meet or exceed current City requirements and can be leveraged in the future as the City’s needs grow and evolve.

4.1. Summary of Organization Metrics

A summary of organization metrics and standards is included below. These volumes and standards reflect actual and estimated amounts for the current environment.

Metric	Current
Population	72,883
Form of Government	City Commission
Jurisdictional Area (Square Miles)	25.14
Number of Departments	14
Budget (General Fund)	\$81.8 million
Budget (All Funds)	\$286.7 million
Total Full-Time Staff	697
Total Part-Time Staff	5
Total Seasonal Staff (annually)	179

5. SCOPE OF SOFTWARE AND SERVICES

Vendors must respond to the items listed below. Vendors may partner with another vendor in order to provide the scope. The City of Kalamazoo is not subject to ERISA (Employee Retirement Income Security Act), however our goal is to be in alignment with ERISA.

5.1. Defined Benefit System Scope

5.1.1. Respondents must provide software system that will assist with the administration of a defined benefit pension plan which offers both annuity and lump sum payments.

5.1.2. Respondents must provide software for utilization of members including active employees, deferred retirees, and current retirees.

5.1.3. Respondents must commit to maintaining the estimator software for members as frequently as laws may change.

5.1.4. Respondents must commit to updating the software with updated actuarial tables for the purpose of calculating correct estimates.

Defined Benefit System Scope (cont.)

- 5.1.5. Respondents must allow uploads or API from the City’s payroll system (Kronos UKG Ready) into the software to ensure up to date payroll data, member account balances, and membership information.
- 5.1.6. Respondents must have a system in which reports can be exported for actuarial analysis on an annual basis.
- 5.1.7 System must have the ability to track pension balances separately (pre-tax contributions, post-tax contributions and interest) and must have the ability to apply interest annually.
- 5.1.8. System must have ability to run reports including age and service reports as well as membership listings.
- 5.1.9. System must allow for electronic scanned document storage of items such as completed membership forms, election forms, beneficiary forms, etc.
- 5.1.10. System must be able to track service credit years and months; including prior service purchase, military service purchase, service breaks and reciprocal service (Michigan Act 88 of 1961).
- 5.1.11. System must be able to track and calculate complex benefit formulas based on the rules in place at the time of their termination from employment including but not limited to utilizing split multipliers and applying cost-of living increases to final average compensations.
- 5.1.12. System must be able to accommodate a multi-union plan with rules and calculations outlined by union.
- 5.1.13. System must be able to accommodate a multi-employer plan with rules and calculations outlined by employer or allow for separate employer databases.
- 5.1.14. System must provide a portal for both active employees and deferred retirees to view their benefit information including beneficiary and current contact information.
- 5.1.15. System must have the ability to prepare detailed estimates for the employer and estimates for members, based upon the final average compensation, varying multipliers and years/months of service credit, providing all payment options available to the member based upon hire date and employer, and union/salary group.
- 5.1.16. System must have the ability to track beneficiaries for all members.
- 5.1.17. System must have the ability to track retiree elections and beneficiary payments when applicable.
- 5.1.18. System must have the ability to track EDRO (Eligible Domestic Relations Order)/QDRO (Qualified Domestic Relations Order) when applicable.

Defined Benefit System Scope (cont.)

- 5.1.19. System must handle deferred retirement option plan (DROP).
- 5.1.20. System must have the ability to pay retirees and track payment history.
- 5.1.21. Online portal available for retirees to update direct deposit, address, tax withholding, and upload documents.
- 5.1.22. System ability to handle year end 1099 reporting.
- 5.1.23. System must be able to deliver correspondence virtually and by mail.
- 5.1.24. (Optional) Ability to import and match information from the Social Security Death Index (SSDI) electronic data exchange.
- 5.1.25. Respondent to provide a software demonstration to the City at a time to be determined for a maximum time frame of two hours.
- 5.1.26. Respondent to ensure system is operational and functional prior to go live stated in anticipated outline overview.

5.2. OPEB (Other Post-Employment Benefits) Scope (Retiree Healthcare – Closed System):

- 5.2.1. System must be able to track:
 - a. Medicare Status.
 - b. Employee contribution amount.
 - c. Enrolled benefit plan, Pre-2007, Post-2007, Traditional Plan.
 - d. Employee and employer medical plan rates.

5.3 Respondent to present on service offerings:

- 5.3.1. System only.
 - a. City will be responsible for the administration.
- 5.3.2. Partially outsourced administration.
 - a. City and Respondent will work jointly as the system administrator.
- 5.3.3. Full outsourced administration.
 - a. Respondent is solely responsible for the system administration.
 - b. Accounting & recording keeping

6. EVALUATION PROCESS

Responses to this RFP will be evaluated by an RFP Selection Committee consisting of various process owners within the City. The City intends to acquire the solution that provides the best value to the City and meets or exceeds both the functional and technical requirements identified in this RFP. At any time during the evaluation process, a Proposer can be deemed non-responsive if conditions change.

The City will use the following process to reach a finalist Proposer decision:

6.1. Minimum Criteria: As part of the Proposer's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all criteria will automatically disqualify the Proposer's response from further consideration:

Minimum Criteria Checklist

- Minimum Client Software Installation History**
 Software Proposer and/or integrator combined must have provided software for at least 3 public sector organizations of similar size and complexity within the past five years, preferably with at least one of these organizations being in the state of Michigan.

- RFP Timeliness**
 RFP is submitted by the due date and time.

- RFP Authorization**
 The RFP is signed by an authorized company officer.

- RFP Completeness**
 The Proposer complied with all instructions in the RFP and responded to all items requested with sufficient detail, including forms and addenda, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined at the sole discretion of the City to be either a defect that will be waived or that the proposal can be sufficiently modified to meet the requirements of the RFP.

6.2. Round 1 Evaluation: For those Proposers whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:

Round 1 Evaluation Criteria	Weighting
Technical requirements/Ease of use, ability to support city processes including integrations to other city systems	35%
Cost (one-time and ongoing)	20%
The number and size of the Proposer’s comparable municipal references, implementations of similar scope, financial stability, completeness of response, experience of Proposer staff, and quality of proposal response	10%
Implementation approach and vendor team fit with City	20%
On-going Support	15%
Total	100%

6.3. Round 2 Evaluation: The top Proposers in the first-round evaluation will then proceed to an additional level of due diligence that includes the following activities:

- Demonstration of software to the City at a time to be determined for a maximum time frame of two hours.
- Potential reference checking with comparable entities related to Proposer's product.
- At any point in time during the second round of evaluation, a Proposer may be eliminated from further consideration. After the round two activities, the finalist Proposers will be evaluated on all information collected to date against the following criteria in order of preference:

Round 2 Evaluation Criteria	Weighting
Technical requirements/Ease of use, ability to support city processes including integrations to other city systems	35%
Cost (one-time and ongoing)	20%
The number and size of the Proposer’s comparable municipal references, implementations of similar scope, financial stability, completeness of response, experience of Proposer staff, and quality of proposal response	10%
Implementation approach and vendor team fit with City	20%
On-going Support	15%
Total	100%

7. PROPOSAL RESPONSE FORMAT

To facilitate the analysis of responses to this RFP, the Proposer is required to prepare their proposal per the instructions outlined in this section. **Proposers must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be submitted to address the following items:

- Section II – Proposal and Award – Pages 4 -10
- Proposal Response (Maximum of 20 pages)

7.1. Proposal Response

The response should be limited to 20 pages. This document should focus on key differentiators and selling points of your system and services. Do not include pricing in this document.

Proposal Response (cont.)

The proposal response should include the following topics:

- 7.1.1. Cover Letter
- 7.1.2. Executive Summary
- 7.1.3. Company Overview
 - a. Include any subcontractors that are part of your proposal
 - b. Financial statements from the primary vendor
- 7.1.4. Application Software
 - a. Hosting model
 - b. Key functionality
 - c. Updates and new releases
 - d. Integration capabilities
 - e. Data analysis capabilities
- 7.1.5. Implementation
 - a. Overview of approach including phases or stages and anticipated duration for this client
 - b. Amount of implementation involvement/time provided by the software vendor (system integrators only)
 - c. Project management approach
 - d. Vendor and client staffing including division of responsibilities
 - e. Configuration and process design approach
 - f. Data conversion
 - g. Integrations
 - h. Testing approach
 - i. Training approach
 - j. Final cutover/transition to new system
- 7.1.6. On-going support
 - a. Support provided as part of subscription fees
 - b. Methods of contacting support
- 7.1.7. Software vendor relationship (system integrators only)
 - a. Certification or evidence of reputable standing with the proposed software system(s)
- 7.1.8. Estimated number of hours by resource to complete the implementation for both Vendor and the City. Vendors should include hours for any post go live support/activities included in their response.

7.2. Pricing and estimated cost (as per instructions on page 4).

7.2.1 Respondent is to outline their estimated cost associated for this proposal in the format of their choice.

7.2.2 The inclusion of software training within the respondent estimated cost will be at the discretion of the respondent.

8. PROPOSER PROPOSAL GUIDELINES

8.1. Intent

It is the intent of the City, through this request for proposal and the contract conditions contained herein, to establish, to the greatest possible extent, complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal. It shall be the Proposer's responsibility to ascertain that the proposal includes all addenda issued before the proposal submission date.

8.2. Requirements for Signing Proposal

- Each Proposer, by proposing, represents that this document has been read and is fully understood.
- The proposal must be signed by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- All manual signatures must have the name typed directly under the line of the signature.
- The above requirements also apply to all RFP addenda.

8.3. No Ex-Parte Communications During the Competitive Bidding Period

To ensure the proper and fair evaluation of a response, the City prohibits ex-parte communication (e.g., unsolicited) initiated by the proposed Proposer to a City official or an employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from Proposers will be permissible until **September 2, 2025 at 4:30 p.m.** Any communication between the responder and the City after the deadline for questions will be initiated by the appropriate City official or employee to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex-parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

8.4. Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall award to the qualified proposal responder based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the City at its sole discretion.

A proposal may be considered non-responsive at any time during the solicitation if conditions change.

The City reserves the right to waive any informalities or irregularities in proposals.

Basis for Award, Evaluation Criteria and Questions (cont.)

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations, and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City.

8.5. Advice of Omission or Misstatement

In the event it is evident to a Proposer responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Proposer shall advise the contact identified on page 3, RFP Clarifications and Questions of such omission or misstatement.

8.6. Confidential Information

Information contained in the Proposer's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Proposer's proposal for the City's purposes. Proposer proposals shall remain confidential until the City's Selection Team makes its final selection. The Proposer understands that any material supplied to the City may be subject to public disclosure under the City's confidentiality act.

8.7. Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the City.

8.8. Award of Contract

The Proposer shall be deemed as having been awarded a contract when the formal notice of acceptance of the Proposer's proposal has been duly served upon the intended awardee by an authorized agent of the City. Note that the successful Proposer, at the time of contract execution, must be licensed to do business in the State of Michigan.

8.9. Tax Exempt Status

The City is exempt from paying sales taxes. The City's federal tax ID number is 38-6004627.

8.10. Location of Data

The City's data must be stored on hardware located within the United States.

8.11. Advertising

Proposer shall not advertise or publish the fact that the City has placed this order without prior written consent from the City except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

8.12. Trademarks

The City warrants that all trademarks that the City requests the Proposer to affix to articles purchased are those owned by the City, and it is understood that the Proposer shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

8.13. Right to Request Additional Information

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

8.14. Proposal Preparation Costs

The Proposer is responsible for all costs incurred by the Proposer or subcontractors in responding to this request for proposal.

8.15. System Design Costs

The successful Proposer shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

8.16. Pricing Eligibility Period

All Proposer proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn, or canceled by the Proposer during the 180-day time period following the time and date designated for the receipt of proposals. The City intends to procure a software solution that meets the long-term criteria for the City. The City, during the selection process, may decide to purchase a subset of the Proposer's proposal components with the initial contract. The City requires that Proposers agree for a period of three (3) years from the date of the Proposer's proposal to honor software and services pricing established within the Proposer's proposal response for Proposer proposed components which are not included in the City's initial purchase. The price of the proposed components can only be increased by the Proposer during such time by an amount equal to the annual CPI-U adjustment for the region or negotiated cap, whichever is less.

8.17. Additional Charges

No additional charges, other than those listed on the Pricing Proposal shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training, and Proposer travel charges.

8.18. Turnkey Solution

All prices quoted must include all software, and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The City reserves the right to purchase hardware separately.

8.19. Purchase Quantities

The City reserves the right to purchase any quantities of software items bid without altering the unit purchase price upon award and throughout the contract period.

8.20. Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposers that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

The City reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process, and to accept any proposal in the best interest of the City.

9. PAYMENT DEFAULT

No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due to the City of Kalamazoo.

10. CONFLICT OF INTEREST

Submitting firms shall notify the City of any potential conflicts of interest in their proposal submittal.

11. QUESTIONS

Proposers shall address questions regarding the specifications to Steve Vicenzi, Management Services Director at vicenzis@kalamazoocity.org. Questions regarding terms, conditions and other related proposal requirements may be addressed to Scott Shaffer, Buyer at shaffers@kalamazoocity.org or (269) 337-8444.

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation, will be most advantageous to the City according to the criteria outlined herein. The City reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Consultant/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.

2. REQUEST FOR PROPOSAL AS CONTRACT

Should modifications (after proposal opening) NOT be necessary; this Request for Proposal (RFP) together with its addenda, amendments, attachments and modifications will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Proposal and any addenda.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Firm shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Firm hereby agrees and understands that the contract resulting from this proposal shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. The Finance Division processes payments after receipt of an original invoice from the Firm and approval by the department. The City of Kalamazoo's policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo

INVOICING (cont.)

with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.

The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this contract, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Management Services Financial Services Division after receipt of an original invoice from the Firm and approval by the department.

7. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required.

ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

8. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep itself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Firm and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Firm.

This contract shall be governed by the laws of the State of Michigan.

9. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

RIGHT TO AUDIT (cont.)

- A. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

10. HOLD HARMLESS

If the negligent acts or omissions of the Firm/Vendor or its employees, agents or officers, cause injury to person or property, the Firm/Vendor shall indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. DEFAULT

The City may at any time, by written notice to the Firm, terminate this contract and the Firm's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to the City. Should the Firm fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by the Firm, the Firm shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such services with another Firm.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Firm is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Firm from being awarded any future City contracts.

- F. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City, either listed in this contract or available by operation of law.

12. INDEPENDENT CONTRACTOR

At all times the Firm, any of its employees, or its sub-contractors, and their subsequent employees shall be considered independent contractors and not as City employees. The Firm shall exercise all supervisory control and general control over all workers' duties, payment of wages to Firm's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Firm or its employees be entitled to City paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

13. MEETINGS

The Firm and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

14. CITY'S RESPONSIBILITIES

The City agrees to provide full, reliable information regarding its requirements for the services to be provided. In addition, the City agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to this agreement as may be required from time to time, to be provided by the City for the performance of the Firm's work.

15. TERMINATION

This Agreement may be terminated by the City by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the City, the City shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

16. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.